

**Elite Auto Center of Gainesville Inc.**

3728 NE 4<sup>th</sup> Street

Gainesville, FL 32609

P: 352-372-6340 F: 352-372-2613

E: elitetowingfl@gmail.com

December 30, 2019

Diane Holder

Purchasing Division

City of Gainesville

200 E. University Ave

Room 339

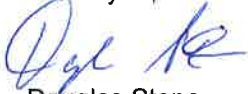
Gainesville, FL 32601

Re: Contract for Towing and Secured Storage, Bid N. GPDC-200016-DH

Ms. Holder

Please find the completed package enclosed. If you have any questions or require additional information, please contact me via either email or phone.

Thank you,



Douglas Stone

Enclosures:

- Signed Bid
- Certificate of Liability Insurance (The City of Gainesville will be named as additional insured upon award of contract will be given 30 days' notice of cancellation or material change in coverage.)
- Certificate of Worker's Compensation Insurance (The City of Gainesville will be named as additional insured upon award of contract will be given 30 days' notice of cancellation or material change in coverage.)
- W-9
- Business Tax Receipt
- City of Gainesville Zoning Compliance Permit
- Property & Equipment Photos



**ADDENDUM NO. 1**

Date: November 27, 2019

Bid Date: January 3, 2020  
at 3:00 P.M. (Local Time)

Bid Name: Towing and Secured Storage

Bid No.: GPDC-200016-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

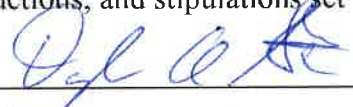
The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by December 13, 2019. Questions may be submitted as follows:  
Email: [holderds@cityofgainesville.org](mailto:holderds@cityofgainesville.org)  
or  
Faxed (352) 334-3163  
Attention: Diane Holder
2. Please find attached:
  - a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.
  - b) Copy of previous bid awarded to Shelby's Towing in 2015. Please note: scope has changed since this was last bid.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

**CERTIFICATION BY PROPOSER**

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: 

BY: Doug Stone

DATE: 12/31/19

CITY OF \_\_\_\_\_  
GAINESVILLE

FINANCIAL SERVICES  
PROCEDURES MANUAL

**41-424      Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.



**Issue Date: November 27, 2019**

**Question Submittal Deadline is: December 13, 2019**

**Bid Due Date: January 3, 2020 @ 3:00 p.m.**

**INVITATION TO BID**

**TOWING AND SECURED STORAGE**

**BID NO. GPDC-200016-DH**

Procurement Representative:  
Diane Holder, Procurement Specialist 3  
Procurement Division  
Phone: (352) 334-5021  
Fax: (352) 334-3163  
Email: [holderds@cityofgainesville.org](mailto:holderds@cityofgainesville.org)

**City of Gainesville**  
**200 East University Avenue, Room 339 – Gainesville, Florida 32601**

## TABLE OF CONTENTS

<b>INVITATION TO BID</b> .....	2
<b>PROPOSAL</b> .....	3
<b>BIDDER'S DECLARATION AND UNDERSTANDING</b> .....	3
<b>BID SPECIFICATIONS</b> .....	4
1.    DEFINITION OF TERMS .....	4
2.    BIDS .....	5
3.    SIGNING AND SUBMISSION OF BID .....	5
4.    JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT .....	5
5.    EVALUATION AND AWARD .....	5
6.    LOCAL PREFERENCE .....	6
7.    EXAMINATION OF THE SITE – TECHNICAL QUESTIONS .....	6
8.    EFFECT OF BID .....	6
9.    TIE BIDS .....	6
11.   CONTACT .....	6
12.   DAVIS-BACON .....	7
13.   CONFIDENTIAL AND/OR EXEMPT INFORMATION .....	7
<b>CONTRACT SPECIFICATIONS</b> .....	8
14.   CITY'S CONTRACTOR .....	8
15.   RESPONSIBILITY OF CONTRACTOR/INDEMNIFICATION .....	8
16.   LIABILITY INSURANCE .....	8
17.   TERM OF CONTRACT .....	9
18.   DELAY .....	9
19.   TERMINATION .....	9
20.   TERMINATION FOR CONVENIENCE .....	10
21.   CLEANUP AND FINAL PAYMENT .....	10
22.   ASSIGNMENT OF CONTRACT .....	10
23.   SOVEREIGN IMMUNITY .....	10
24.   PAYMENT .....	10
25.   PROMPT PAYMENT ASSURANCE .....	10
26.   CLAIM FOR EXTRA PAYMENT OR CHANGE ORDER .....	10
27.   RECORDS/AUDITS .....	11
28.   INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES .....	11
29.   RIGHTS OF APPEAL .....	11
30.   PERMITS AND LICENSES .....	11
31.   COLLUSION .....	11
32.   NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT .....	11
33.   FLORIDA PUBLIC RECORDS ACT .....	12
<b>LIVING WAGE POLICY</b> .....	12
<b>PUBLIC ENTITY CRIME INFORMATION STATEMENT</b> .....	13
<b>TAXES</b> .....	13
<b>BID PRICES</b> .....	13
<b>LOCAL PREFERENCE</b> .....	16
<b>LIVING WAGE COMPLIANCE</b> .....	16
<b>TECHNICAL SPECIFICATIONS</b> .....	18
<b>EXHIBITS</b> .....	20
<b>QUALIFIED LOCAL SMALL BUSINESS UNAVAILABILITY FORM</b> .....	25
<b>ARTICLE X. LOCAL PREFERENCE POLICY*</b> .....	26
<b>LIVING WAGE DECISION TREE</b> .....	28
<b>CERTIFICATION OF COMPLIANCE WITH LIVING WAGE</b> .....	29
<b>DRUG FREE WORKPLACE FORM</b> .....	30
<b>AFFIDAVIT OF NON-COLLUSION</b> .....	31
<b>DEBARRED AND SUSPENDED BIDDERS</b> .....	32
<b>CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS</b> .....	36
<b>TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS</b> .....	37
<b>PROCUREMENT DIVISION SURVEY</b> .....	38



**PROPOSAL**

TO: City of Gainesville, Florida  
Procurement Division, Station 32  
200 East University Avenue  
Gainesville, Florida 32601-0490

PROJECT: Towing and Secured Storage

BID #: GPDC-200016-DH

CITY'S REPRESENTATIVE [to be contacted for additional information on this Proposal]:

Name: Diane Holder Telephone: 352-334-5021  
Fax: 352-334-3163  
Email: [holderds@cityofgainesville.org](mailto:holderds@cityofgainesville.org)

Bidder Legal Name: Elite Auto Center of Gainesville  
Bidder Alias/DBA: Elite Towing  
Bidder's Address: 3728 NE 4th St  
Gainesville FL 32609

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: Doug Stone Telephone Number 372-6340  
Date: 12/27/2019 Fax Number 372-2613  
Email address elitetowingfl@gmail.com

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. [For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.]

The Bidder further declares that he has carefully examined these Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

## **BID SPECIFICATIONS**

### 1. DEFINITION OF TERMS

- 1.1 Authorized Representative: Any representative of the City, whether or not a City employee, designated as the City's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 1.2 Bidder: Any person, firm, corporation, organization or agency submitting a bid for the work proposed, or its duly authorized representative.
- 1.3 City: City of Gainesville, Florida, or an Authorized Representative.
- 1.4 Commercially Useful Function: shall exist when the business responsible for execution of the work of the contract is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- 1.5 Contract or Agreement: The Contract executed by the City and Contractor for the performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 1.6 Contract Price: The total sum of moneys payable to the Contractor for completion of the Work in accordance with the Contract.
- 1.7 Contractor: The person, firm, corporation, organization or agency with whom the City has executed a contract for performance of the work or supply of equipment or materials, or its duly authorized representative.
- 1.8 Control: Means having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business. In determining whether socially and economically disadvantaged owners control a firm the City may utilize the criteria in 49 CFR Part 23 & 26, Section 26.71.
- 1.9 Local business: The vendor has a valid business tax receipt, issued by the City of Gainesville, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -C. The business tax receipt must be issued at least six months prior to bid or proposal opening date.
- 1.10 Local Small and Service-Disabled Veteran Business: A Small and/or Service-Disabled Veteran\_Business, which is duly licensed and authorized to engage in business, maintains a permanent principal place of operation with no more than 200 full time employees within the corporate limits of the City of Gainesville, has a net worth not exceeding \$5 million and maintains a current City business tax receipt, and is certified by the Office of Equal Opportunity.
- 1.11 Material Supplier: (also Supplier) a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.



- 1.12 Specifications: Directions, provisions, and requirements contained in the Invitation to Bid, Instructions to Bidders, Special Provisions, General Conditions, Technical Specifications (if any), Supplementary Conditions (if any), Bid Form, Bids (if any), together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.
- 1.13 Subcontractor: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.14 Supplier: (also Material Supplier) A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.15 Work: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 1.16 Laws and Regulations: Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

2. BIDS

Bids may be sent to General Government Procurement as specified on the Invitation to Bid. Any bid received after the time specified in the Invitation to Bid will not be considered and will be returned unopened. Bids shall be signed and submitted on this form. Any exceptions or clarifications to any specification shall be clearly indicated on a separate sheet(s) attached to this form and shall specifically refer to the applicable specification paragraph and page. Exceptions or clarifications not so indicated will not be considered as part of the bid. The envelope shall be sealed and plainly labeled as a sealed bid for the project as named above and shall specify the time and date specified in the Invitation to Bid, which shall be the time and date for opening of bids.

3. SIGNING AND SUBMISSION OF BID

Signing and delivery of the Bid represents the Bidder's acceptance of the terms and conditions of this Proposal and if awarded the Bid by the City, the Proposal as accepted will represent the agreement between the parties. Bids must be signed in ink in space[s] provided. Unsigned bids will be considered incomplete and subject to rejection. Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any Bidder is interested in more than one bid, all bids in which such Bidder has interest will be rejected.

4. JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT

All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.

5. EVALUATION AND AWARD

The City shall consider the following criteria in making the award:

- (a) price
- (b) past performance of Bidder
- (c) unacceptable deviations or exceptions taken to these Specifications
- (d) degree of compliance with any other requirement of these Specifications

6. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the responsible and responsive Bidder whose bid is determined by the City to be in its best interest. The City also reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work or supply the materials, and if, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

7. EXAMINATION OF THE SITE – TECHNICAL QUESTIONS

If any portion of the work is to be performed on City property, the Bidder may visit the job site before submitting this bid to become familiar with the prevailing local conditions which may affect the work to be done. The City's Representative may be contacted about arrangements to visit the job site or technical questions relating to the performance of the work.

8. EFFECT OF BID

Any bid submitted in response to these Specifications shall be binding for a period of 60 calendar days after the bid opening date. An award made under these Specifications shall in no way prevent the City of Gainesville from requesting bids and purchasing identical or similar services to those covered herein.

9. TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss.

10. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that all local small and service-disabled veteran businesses as defined in the Local Small Business Procurement Program Policies and Procedures, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each proposer is asked to state whether it will utilize small and service-disabled veteran that are eligible for assistance to perform work on the project(s) being advertised. For firms not yet certified by the City, a small and service-disabled veteran application may be requested and submitted to the Office of Equal Opportunity. Applications can be downloaded from the Office of Equal Opportunity website at <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>. To be considered as a certified small and/or service-disabled veteran, a proposer must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity's website.

11. CONTACT

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

12. DAVIS-BACON

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

13. CONFIDENTIAL AND/OR EXEMPT INFORMATION

Florida's Public Records Law

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, formatting, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the agency, are public records. (Section 119.011(12), Florida Statutes). Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records. (Section 119.07(1)(a), Florida Statutes). Accordingly, all responses to bids, and the documentation and materials attached to bids or provided to the City in connection with a bid are considered to be available for public inspection and copying unless the public record is confidential and/or exempt.

How to Designate Information as Confidential and/or Exempt

If a bidder believes that its response contains information that is confidential and/or exempt (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must:

1. Provide a **redacted** hard copy of its response which will be available for public inspection.
2. Provide an electronic copy of the **redacted** document in a pdf format (CD or flash drive).
3. Provide one (1) original and two (2) **unredacted** copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow.
4. On the outside of the envelope containing the **unredacted** document, provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.

How the City will Handle Material Identified as Confidential and/or Exempt

The City's evaluators will be provided with the complete proposal, including any confidential and/or exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

City's Position Regarding Claims of Confidential and/or Exempt Information

The City offers no opinion as to whether a bidder's reference to any Florida or Federal statute is correct and/or accurate. The City does not warrant or guarantee that any information designated by a bidder as confidential and/or exempt from disclosure conforms to the requirements of Florida or Federal law.

Bidder to Defend, Indemnify, and Hold City Harmless in the Event of a Public Records Request

Bidders should be aware that the designation of information as confidential and/or exempt may be challenged in court by any person or entity. By designating information as confidential and/or exempt, the bidder agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to a bidder's designation of information as confidential and/or exempt, and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to a bidder's designation of information as confidential and/or exempt.

Waiver of Claim of Confidential and/or Exempt

Failure to comply with the requirements above shall be deemed a waiver by a bidder to claim that the information in its proposal is confidential and/or exempt.

**CONTRACT SPECIFICATIONS**

14. CITY'S CONTRACTOR

Upon award and execution of a contract or issuance of a purchase order incorporating the provisions of these Specifications, the successful Bidder will be designated the City's Contractor.

15. RESPONSIBILITY OF CONTRACTOR/INDEMNIFICATION

The safe and complete prosecution of the work shall be the responsibility of the Contractor. Subcontractors shall not be permitted. The Contractor shall indemnify and hold harmless the city, its agents, officers and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the work through the use of unacceptable materials or by or on account of any activity or omission, neglect or misconduct of the Contractor or a Subcontractor or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" or any other law, by-laws, ordinance, order or decree. Contractor shall follow all City, County, State and Federal laws, regulations or ordinances. Contractor shall remedy promptly, and without cost to the City, any defective materials or workmanship supplied under the Contract which appear within one year from the date of completion of the work.

16. LIABILITY INSURANCE

The Contractor shall not commence work until obtaining the following: [items checked]

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Insurance protection for any employees engaged in hazardous work under this Contract not protected under the worker's compensation statute

- Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

- Automobile Liability Insurance  
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

- Garage Keeper's Liability  
\$50,000 property damage, any one claim; \$250,000 aggregate.

- "XCU" (Explosion, Collapse, Underground Damage)

- Contractor's Pollution Liability

An insurance certificate shall be provided in a form acceptable to the City which gives the City 30 days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

17. TERM OF CONTRACT

The contract period for work under this agreement shall commence upon execution of the contract and shall end on February 28, 2023.

However, upon satisfactory and faithful performance of this contract by the Contractor, the City reserves the right, through negotiation with the Contractor, to extend the term of this contract for a 12-month period with a maximum of two (2) such extensions.

The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

18. DELAY

The City shall have the right to suspend the work wholly or in part for up to three months without additional payment or allowance but extra time equivalent to the time of suspension shall be granted for completion of the suspended work. If Contractor's performance is delayed by fire, lightning, earthquake, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract may be extended at the option of the City for a period equivalent to the time lost by reason of any of the aforesaid causes.

19. TERMINATION

If the Contractor fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten days' written notice to the Contractor of its intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE.

20. TERMINATION FOR CONVENIENCE

City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

Termination of the contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

21. CLEANUP AND FINAL PAYMENT

Work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition. Final payment will be withheld until all work is accomplished.

22. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or subcontract in whole or in part any right or obligation under this Agreement or any monies due or to become due thereunder without the written consent of the City.

23. SOVEREIGN IMMUNITY

Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

24. PAYMENT

Payments will be due to the Contractor 30 days after receipt of a proper invoice; provided, however, that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with these specifications or because unacceptable equipment or materials were delivered as determined by the City's inspection. The City shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).

25. PROMPT PAYMENT ASSURANCE

LATE PAYMENTS BY CONTRACTORS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS PENALTY

When a contractor receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 10 days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

26. CLAIM FOR EXTRA PAYMENT OR CHANGE ORDER

If the Contractor claims that any instruction or change issued by the City involves extra cost, it shall so notify the City in writing within ten (10) days after receipt of such instruction and in any event secure approval before proceeding to execute the work.

27. RECORDS/AUDITS

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

28. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

29. RIGHTS OF APPEAL

Participants in this Invitation to Bid solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

30. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to the performance of the work.

31. COLLUSION

The bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion or fraud.

No City Commissioner, other City officer, or City employee shall directly or indirectly own more than five (5) percent of the total assets or capital stock of the bidding entity, nor shall such person directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. For purposes of this section, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.

32. NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party."

For more information on this policy and requirement, please visit the Office of Equal Opportunity's website.

33. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS INSERT NAME, 352-334-\_\_\_\_, \_\_\_\_\_@CITYOFGAINESVILLE.ORG, AND P.O. BOX 490 MAIL STATION \_\_\_\_, GAINESVILLE, FL 32627).**

LIVING WAGE POLICY

This contract is a covered service. (See Living Wage Decision Tree – Exhibit D attached hereto)

This contract is not a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$12.3798 per hour (Living Wage with Health Benefits) or \$13.6298 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit E hereto, prior to the City executing the contract. Once executed, such certification will become a part of this contract; however, failure to sign such certification will prevent execution of the



contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.

(2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

### **PUBLIC ENTITY CRIME INFORMATION STATEMENT**

For your information, Section 287.133 (2)(a) , Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

### **ADDENDA**

The Bidder hereby acknowledges receipt of Addenda No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ to these Specifications.

### **TAXES**

The subs bid below include Florida sales taxes on items required by Bidder to manufacture or supply the items to be provided or obtain items needed to perform the work, but do not include Florida sales taxes on the bid price below for equipment, materials or services to be provided to the City. The City of Gainesville is exempt from Florida sales taxes for certain purchases made by the City and will provide a tax exempt certificate upon request.

### **BID PRICES**

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications for prices as set forth below.

NOTE: THE PRICES SET FORTH BELOW SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

NOTE: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY THE. CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE

## BID PRICES - ALL DEPARTMENTS (GPD, CODES, FLEET)

### Part 1 – Towing at the request of GPD

CLASS A	PRICE
Towing Passenger cars, trailers, trucks and special service 9,999 GVW and motorcycles	\$ <u>60.00</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>90.00</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>3.00</u> per mile
<b>CLASS B</b>	
Towing trucks, trailers and special service vehicles from 10,000 GVW up to 19,500 GVW	\$ <u>140.00</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>135.00</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>5.00</u> per mile
<b>CLASS C</b>	
Towing trucks, trailers, buses and Special service vehicles from 19,501 GVW to 72,000 GVW (to include charge for removing driveshaft if required)	\$ <u>275.00</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>150.00</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>6.00</u> per mile
HD trucks shall be hooked up at the vehicle manufactures recommended locations ex. Fire Tower to front axle	
Oversized load escorts per DOT regulations	\$ <u>500.00</u> fees

### Part 2 – Towing at the Request of Code Enforcement

CLASS A	PRICE
Towing Passenger cars, trailers, trucks and special service 9,999 GVW and motorcycles	\$ <u>65.00</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>90.00</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>3.00</u> per mile
<b>CLASS B</b>	
Towing trucks, trailers and special service vehicles from 10,000 GVW up to 19,500 GVW	\$ <u>150.00</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>135.00</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>5.00</u> per mile
<b>CLASS C</b>	
Towing trucks, trailers, buses and Special service vehicles from 19,501 GVW to 72,000 GVW (to include charge for removing drive shaft if required)	\$ <u>275.00</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>150.00</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>6.00</u> per mile
HD Trucks shall be hooked up to the manufacturers recommended locations	
Oversized load escort fees when applicable to transport	\$ <u>500.00</u> fee

**Part 3 – Towing at the Request of Fleet (City owned vehicles)**

CLASS A	PRICE
Towing Passenger cars, trailers, trucks and special service 9,999 GVW and motorcycles	\$ <u>45.00</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>90.00</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>3.00</u> per mile
<b>CLASS B</b>	
Towing trucks, trailers and special service vehicles from 10,000 GVW up to 19,500 GVW	\$ <u>135.00</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>135.00</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>4.00</u> per mile
<b>CLASS C</b>	
Towing trucks, trailers, buses and Special service vehicles from 19,501 GVW to 72,000 GVW (to include charge for removing driveshaft if required)	\$ <u>215.00</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>150.00</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>6.00</u> per mile
HD trucks shall be hooked up at the vehicle manufactures recommended locations ex. Fire Tower to front axle	
Oversized load escorts per DOT regulations	\$ <u>500.00</u> fees

**Part 4 – Other Fees that may apply**

In lieu of dollies or if appropriate towing circumstances occur, such as but not limited to when recommended by vehicle manufacturers, speedy removal is required, vehicle or trailer is separated into pieces as a result of the accident, or the vehicle or trailer is missing tires, the Contractor may utilize a flatbed or rollback and in addition to fees quoted above, may charge an additional fee as provided below. Note: This fee may not be charged if the use of the flatbed or rollback is the choice of the Contractor due to equipment availability and not required for the job.

Class A (per hour) 15 minute increments	\$ <u>90.00</u> additional
Class B (per hour) 15 minute increments	\$ <u>135.00</u> additional
Class C (per hour) 15 minute increments	\$ <u>150.00</u> additional

**Part 5 – Storage and Other Fees**

If a graduated storage fee schedule based upon number of days in storage is proposed, please add additional pages as necessary.

General Outside Storage Inside a locked, fenced area – rate per space (approx. 9' by 20')	\$ <u>15.00</u> per day
Inside Secure Storage rate per space (approx. 10' x 20')	\$ <u>20.00</u> per day
Gate opening fee other than normal business hours of 8-5 weekdays	\$ <u>60.00</u> per event

If there are any other fees that would be charged as exceptions specifically state them and attach exceptions to bid request. Otherwise the above fees will be the only allowable charges permitted.

If the Living Wage Ordinance applies, please indicate costs within the bid price associated with compliance with the Living Wage Ordinance:

N/A Dollars (\$ \_\_\_\_\_ )

## ADDENDUM NO. 1

### Additional Charges

\$40 Administrative Fee for notifying and processing vehicle: owner(s) name and address; lienholder(s) name and address; registrant(s) name and address; title and insurance information as required under Florida Statute 713.78 and Department of Motor Vehicles TL-26.

Applicable sales tax and local sales tax options on private citizen's vehicles.

**LOCAL PREFERENCE**

Check one

Local preference requested:

YES       NO

A copy of your Business Tax Receipt and Zoning Compliance Permit should be submitted with bid if local preference is requested.

**QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS**

Check one

Is your business qualified as a local small business in accordance with the City of Gainesville's Small Business Procurement Program? (Refer to Definitions)       YES       NO

*applied for*

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions)       YES       NO

**LIVING WAGE COMPLIANCE**

See Living Wage Decision Tree hereto **check one**

Living Wage Ordinance does not apply  
(check all that apply)

- Not a covered service
- Contract does not exceed \$100,000
- Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
- Located within the City of Gainesville enterprise zone.

Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply; Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (Check)

Bid is in full compliance with the Specifications.

Bid is in full compliance with the Specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

CORPORATE SEAL (If corp.)

ATTEST/WITNESS:

Angela M. Stone

Signature

By Angela Stone

Title: owner

BIDDER:

Doug Stone

Signature

By Doug Stone

Title: Owner

## TECHNICAL SPECIFICATIONS

### 1. SCOPE

The provisions contained in this section are intended to be read in conjunction with, to supplement, or to modify Instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

### 2. DETAILED DESCRIPTION OF THE WORK

- 2.1 The City of Gainesville is requesting proposals from qualified companies to provide vehicle towing, storage and recovery services. Departments within the City may use these services on an on-going basis including the Gainesville Police Department, Code Enforcement, and Fleet Management. The Gainesville Police Department normally calls for towing services for vehicles that are illegally parked, vehicles deemed to be dangerous or abandoned; vehicles that have been seized and/or needed as evidence of a crime; and prisoner property. Fleet Management normally call for City vehicles or heavy equipment to be towed due to breakdown or accident. Vehicles requiring tows could include motorcycles / scooters, cars, light trucks up to and including large vehicles such as aerial ladder fire trucks and heavy equipment. Code Enforcement would normally call for vehicle towing related to City ordinance violations and investigations.
- 2.2 The City of Gainesville Fleet Management does own and operate a wrecker so some tows of City Owned vehicles would be handled by Fleet personnel when deemed to be in the best interests of the City. Towing of citizen's vehicles from accident scenes is not covered by this Request for Quote and is conducted by a rotation list of towing services providers maintained at the Combined Communications Center when a citizen doesn't have a preference on the tow company towing their vehicles in non-criminal cases or when the vehicle is not evidence of a crime. The City reserves the right to utilize its equipment and personnel if deemed in the best interests of the City. If during the course of the contract, the successful contractor is unable to provide services in a timely manner due to workload, staffing issues, inoperable equipment, etc., the City reserves the right to utilize another contractor for that particular tow/recovery.
- 2.3 All expenses involved with the preparation and submission of the proposals to the City of Gainesville or any work performed in connection therewith shall be borne exclusively by the proposer(s). No payment will be made for any responses received nor for any other effort required of or made by the proposer(s) prior to commencement of work defined by a contract approved by the City Manager. The successful proposer will be required to physically demonstrate the ability to safely and successfully transport City owned vehicles including a fire truck with a "73,000 Gross Vehicle Weight" (GVW) as part of the bid process.
- 2.4 It is the intent of the City of Gainesville to obtain proposals for vehicle towing, storage and recovery services. Departments within the City that may use these services on an on-going basis include the Gainesville Police Department, Code Enforcement, Fleet. City vehicles to be towed include motorcycles, cars, light and heavy duty trucks up to and including aerial ladder fire trucks. Therefore, a proposer should have Class A, Class B and Class C wreckers as well as equipment and trailers in their recovery fleet capable of recovering and towing vehicles with weights up to 73,000 GVW. In addition to regular storage, there is also a minimum requirement for the long term secure storage capability of up to eight vehicles at a time for vehicles ordered towed by the Gainesville Police Department.
- 2.5 Prices are for services within corporate City limits of Gainesville. If a portion of the tow route takes place outside of the City limits, mileage charges will apply only to the portion of trip occurring outside of the City limits.
3. Additional Bid Requirements:  
 None required.  
 Required as listed below:

- 3.1 Shall show proof of ability to meet the insurance requirements which are Worker's Compensation as required by Florida Statute, Auto Liability - \$500K combined single limit minimum General Liability - \$1,000,000.00.
- 3.2 Sufficient number of wreckers and related equipment to provide the services called for. A list of equipment is required by proposers to provide information which identifies all wreckers and trailers currently owned or under lease which will be available to comply with the terms of this proposal. Proposers shall have sufficient number of Class A, B and C wreckers to service the City's requirements. The proposer may enter into formal agreements with subcontractor to handle peak requirements during the term of this agreement; however, all such arrangements must be disclosed to the City. The City reserves the right to approve any and all subcontractors (Form provided).
- 3.3 List of personnel who will be performing on this contract. For the contractor who is awarded the bid, when there is a change of personnel from the original list of personnel performing on this contract, the new information will be forwarded to the City within five (5) business days. All personnel will be required to pass an FDLE Background Check. (Form provided)
- 3.4 Storage Capabilities: The Proposer shall provide information on the size, capacity and location of their facilities. It is required that the facilities be located within the corporate city limits of Gainesville and in compliance with all City zoning ordinance requirements. It is required that the Proposer have adequate secure storage for towed vehicles that are evidence or contain evidence of a crime. The secure storage facility will be required to be a weather proof structure consisting of four walls a roof with and a lockable door. The secure storage facility must also be of ample size to store multiple vehicles and have sufficient lighting and work room for the forensic crime scene processing of vehicles stored inside. Proposer shall either own the property upon which the vehicles are to be stored or have a proper and appropriate lease agreement with the owner thereof which will guarantee the City access to the facility at all times. Lease agreement should be available upon request.
- 3.5 Three business references are required and reference cannot be the City of Gainesville. (Form provided)
- 3.6 The Proposer must be able to meet the following response times 24 hours a day, seven days a week, 365 days a year. One-half hour (30 minutes) response time for tows within the City not requiring specialized equipment and one hour (60 minutes) response times for tows within the City requiring specialized equipment such as a "low boy", car carrier or flat bed roll off transport. Response time is defined as when the call is received from the Combined Communications Center, Codes Enforcement or Fleet Management personnel to the contractor. If the tow company consistently does not respond within the time limits the contract may be terminated. If for towing request outside the corporate City limits, add an additional one-half hour response time. The business shall have normal business hours of 8AM - 5PM Monday thru Friday, excluding state holidays, with the ability for a citizen to recover their vehicle 24 hours a day, seven days a week (after hours for a set fee).
- 3.7 Proposer shall be an established towing business providing vehicle towing services within the Alachua County, Florida for a minimum of 3 years. The Proposer shall not have any founded complaints of violations of the laws pertaining to Towing or Immobilization set forth in the either the Florida Statutes or the City of Gainesville Code of Ordinances.
- 3.8 The Proposer must use commercial towing software for inventory tracking and invoice management. All invoices submitted must contain vehicle description, VIN, license plate, and city unit number (if applicable). Invoices must be submitted monthly. Vehicle inventory must be submitted weekly to the Towing Administrator.
- 3.9 All personnel who are performing tow operations are required to wear high visibility safety apparel. Outer wear clothing must meet ANSI/ISEA 107-2015 Class 2 requirements.



# **EXHIBITS**

## LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PROGRAM

It is the policy of the City of Gainesville that Local Small and Service-Disabled Businesses shall have the maximum opportunity to participate in the performance of all aspects of contracting and subcontracting opportunities for the City of Gainesville. In this regard, the City of Gainesville and its contractors will take all necessary and reasonable steps to ensure that Local Small and Service-Disabled Businesses have the maximum opportunity to compete for and perform such contracts/subcontracts and provide materials for such contracts/subcontracts.

*Except as provided below, evaluation of a bid/proposal may result in bid/proposal being rejected for failure to comply with the following conditions. Upon contract award, failure of any Bidder/Respondent to comply with these conditions/requirements which seek to maximize the use of Local Small and Service-Disabled Businesses shall constitute a breach of a contract award. Upon such breach, the City of Gainesville may at its option, terminate the contract and/or pursue any and all other appropriate remedies available under the contract or otherwise under applicable law.*

### Contract Award Conditions:

Contract award will be conditioned on meeting the requirements of this section. The City of Gainesville requires the following:

1. Submission by the Bidder/Respondent of the completed "Tabulation of Subcontractors" form (Exhibit I) with the bid/proposal;
2. The names and addresses of all Subcontractors. Clearly designate which Subcontractors are Local Small and Service-Disabled Businesses that will participate in the contract;
3. A description of the Work and/or Materials that each Local Small and Service-Disabled Businesses will perform or supply;
4. Percentage of the Work and/or Materials that each Local Small and Service-Disabled Business will provide on the project.
5. If the actual participation of Local Small and Service-Disabled Business in the apparently successful bid/proposal is not maximized, as determined by the Equal Opportunity Director, or designee, such bidder/respondent shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to bid or proposal submission, to maximize the use of Local Small and Service-Disabled Businesses on this project. Efforts undertaken after proposal submissions are not relevant to the decision to award.

### Good Faith Efforts:

A condition of contract award is that the contract award be made only to the Bidder/Respondent (including Local Small Business Bidders/Respondents) who maximize the utilization of Local Small and Service-Disabled Business subcontractors or who makes Good Faith Efforts to maximize the use of Local Small and Service-Disabled Business Subcontractors. The City of Gainesville will determine whether a Bidder/Respondent has made Good Faith Efforts if the Bidder/Respondent does the following:

**If the Bidder/Respondent does not maximize the participation of Local Small and Service-Disabled Businesses on this project, the Bidder/Respondent must provide all documentation** which by its scope, quality, quantity and intensity of the different kinds of efforts the Bidder/Respondent made to maximize participation can be confirmed and be evaluated. The documentation should be provided both as to those efforts wherein the Bidder/Respondent was successful in obtaining participation and those where it was not. In the latter case, the documentation should further indicate the reason for lack for success, i.e. Subcontractor's bid too high, Subcontractor who bids is apparently not qualified to perform the particular services, no bids received, etc.

**Mere pro forma efforts are not Good Faith Efforts to meet the Local Small and Service-Disabled Business requirements. The Bidder/Respondent will be required to submit written documentation of Good Faith Efforts when the participation on this project is not maximized, if they wish to be awarded the contract.**

The City of Gainesville will consider the following list of types of actions as a part of the Bidder's/Respondent's Good Faith Efforts to obtain Local Small and Service-Disabled Business Subcontractor participation. It is not

intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all Local Small and Service-Disabled Business who have the capability to perform the Work or provide Materials needed to complete the project. The Bidder/Respondent must solicit this interest within sufficient time to allow them to respond to the solicitation. The Bidder/Respondent must determine with certainty if they are interested by taking appropriate steps to follow-up the initial solicitations.
2. Selecting portions of the Work to be performed or portions of the Materials to be provided by Local Small and Service-Disabled Businesses in order to increase the likelihood that participation is maximized. This includes, where appropriate, breaking out contract Work items or Material items into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these Work items or provide these Material items with its own forces.
3. Providing interested Local Small and Service-Disabled Businesses with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. (a) Negotiating in good faith with interested Local Small and Service-Disabled Businesses. It is the Bidder's/Respondent's responsibility to make a portion of the Work or Materials available to the Subcontractors and to select those portions of the Work or Material needed consistent with the available Local Small and Service-Disabled Business Subcontractors, so as to facilitate participation. Evidence of such negotiation includes the names, addresses and telephone numbers of Local Small and Service-Disabled Businesses that were considered; a description of the information provided regarding the plans and specifications for the Work or Materials selected for subcontracting; and evidence as to why additional agreements could not be reached to perform the Work or provide the Materials.  
(b) A Bidder/Respondent using good business judgment would consider a number of factors in negotiating with Subcontractors, and would take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using Local Small and Service-Disabled Businesses is not in itself sufficient reason for a Bidder/Respondent's failure to seek to maximize the use of them as long as such costs are reasonable and/or may be offset by other less tangible benefits. Also, the availability or desire of a Bidder/Respondent, including a Local Small and Service-Disabled Business Bidder/Respondent to perform the Work or provide the Materials of a contract with its own organization does not relieve the Bidder/Respondent the responsibility to make Good Faith Efforts and maximize utilization of other Local Small and Service-Disabled Businesses. Bidder/Respondents are not, however, required to accept higher quotes from Local Small and Service-Disabled Businesses if the price difference is excessive or unreasonable or they are not qualified to perform the Work. These decisions should, however, be supportable and documented as part of the required Good Faith Efforts.
5. Making efforts to assist interested Local Small and Service-Disabled Businesses in obtaining bonding, lines of credit, or insurance as required by the City of Gainesville or Bidder/Respondent.
6. Making efforts to assist interested Local Small and Service-Disabled Businesses in obtaining necessary equipment, supplies, Materials, or related assistance and services.
7. Effectively using the services of available small, women, service-disabled veteran and minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of Local Small Businesses.

***In determining whether a Bidder/Respondent has maximized participation, the City of Gainesville will take into account the performance of other Bidders/Respondents in meeting this requirement of the bid/proposal and historical participation by Local Small and Service-Disabled Businesses involving similar Work or Materials. For example, when the apparent successful Bidder/Respondent fails to obtain or fails to maximize Local Small Business participation, but others Bidders/Respondents obtained and/or maximized such participation, the City of***

*Gainesville will reasonably raise questions whether, with additional reasonable efforts, the apparent successful Bidder/Respondent could have obtained and/or maximized participation. As indicated, a reasonable level of participation (maximization) may not be apparent until after bids/proposals are opened and participation of various bidders compared. Therefore, it is recommended that in all cases, all pre-submittal Good Faith Efforts be documented, and retained in the event that such are required to be submitted for review/verification.*

*Even if a Bidder/Respondent is a Local Small and Service-Disabled Business, maximizing the utilization of other Local Small and Service-Disabled Businesses is still required.*

**Local Small Businesses Terminations/Substitutions:**

*A Bidder/Respondent shall not terminate for convenience a Local Small and Service-Disabled Business Subcontractor and then perform the Work or provide the Materials of the terminated Subcontractor within its own forces or those of an affiliate without the prior consent of the City of Gainesville.*

*When a Local Small and Service-Disabled Business Subcontractor is terminated or fails to complete its Work or fails to provide the Materials on the contract for any reason, the prime contractor shall make Good Faith Efforts to find another Local Small and Service-Disabled Business subcontractor to substitute for the original Local Small and Service-Disabled Business. These Good Faith Efforts shall be directed at finding another Local Small and Service-Disabled Business to perform at least the same amount of Work or provide the same amount of Materials under the contract as the business that was terminated to the extent needed to meet the contract goal or commitment.*

*The City of Gainesville shall have the right to consider price, quality, past performance including meeting Small Business Procurement Program commitments, time required for performance and qualifications of the Bidder/Respondent in making the award.*

**Equal Opportunity Assurance:**

The Respondent, sub recipient, or Subcontractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity in the performance of this contract. Failure by the Respondent to carry out these requirements is a material breach of his contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

The Respondent shall include this assurance in each subcontract it signs with a Subcontractor or Material Supplier.

**Protest of Rejected Bid/Proposal – Administrative Reconsideration**

1. The Equal Opportunity Director or designee, shall review bids and proposals to evaluate whether said bids or proposals comply with the above stated requirements. In the event that a bid or proposal is rejected for failure to comply with the stated requirements, the affected bidder or respondent may obtain reconsideration of such determination by filing a Protest/Request for Reconsideration.
2. In the reconsideration, the Bidder/Respondent has the opportunity to demonstrate how the Bid/Proposal met the requirements of the Program. The Request for Reconsideration shall be submitted to the Office of Equal Opportunity within five (5) working days after receipt of notice of rejection. The Request for Reconsideration shall address the issues of whether the Bidder/Respondent maximized Local Small and Service-Disabled Business participation or made adequate good faith efforts to maximize the participation of local small and service-disabled business participation and shall include documentation associated with these factors.
3. The decision on reconsideration will be made by the Executive Chief of Staff.
4. The Bidder/Respondent may have the opportunity to meet in person with the Executive Chief of Staff to discuss the issue of whether it met the criteria outlined above (see Item 2).
5. The Bidder/Respondent will be sent a written decision on reconsideration, explaining the basis for finding that the Bidder/Respondent did or did not meet the criteria above (see Item 2).

6. All the arguments, documentation, and evidence, which is relevant to the Request for Reconsideration must be submitted by the Bidder/Respondent to the Executive Chief of Staff at least three (3) working days prior to the meeting described in Item 4 above or, if no meeting is held, three (3) days prior to the anticipated date of the decision on reconsideration. Absent fraud or mistake not attributable to the Bidder/Respondent, evidence of efforts undertaken subsequent to submission of the bid/proposal will not be considered. If no additional evidence or documentation is submitted by the Bidder/Respondent in accordance with the above, only the documents currently on file with the Purchasing Division will be reviewed at the meeting.

**QUALIFIED LOCAL SMALL BUSINESS UNAVAILABILITY FORM**

This form will assist you in meeting your Good Faith Efforts requirements. Please TYPE or PRINT legibly. Use additional sheets as necessary.

**\*Note:** Keep all relevant documentation that verifies opportunities were provided to Qualified Local Small Businesses. If it is not evident that your firm made Good Faith Efforts to maximize the Qualified Local Small Businesses, you will be asked to submit documentation.

**BUSINESS RESPONSES:** 1 -Did not bid in response to the invitation; 2 -Submitted a bid which was not the low responsible bid; 3 - Please specify other.

Qualified Local Small Business Name	Business Phone Number	Description of Work/Material Sought	Response of Business (1, 2 or 3)	Notes:

The undersigned representative of the prime contractor confirms that the above Qualified Local Small Businesses were invited to participate as subcontractors and/or materials suppliers in the prime contractor's the bid/proposal for the City of Gainesville.

Bidding/Proposing Company: Elite Auto Center of Gainesville Form Completed By: Douglas Stone

Title: Owner Signature: [Signature] Date: 12/30/19

## CITY OF GANESVILLE

### ARTICLE X. LOCAL PREFERENCE POLICY\*

**\*Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

#### **Sec. 2-620. Findings of fact.**

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

#### **Sec. 2-621. Definition.**

"Local business" means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the business tax receipt.

(Ord. No. 001261, § 2, 3-29-04)

#### **Sec. 2-622. Local preference in purchasing and contracting.**

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

#### **Sec. 2-623. Exceptions to local preference policy.**

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

**Sec. 2-624. Application, enforcement.**

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

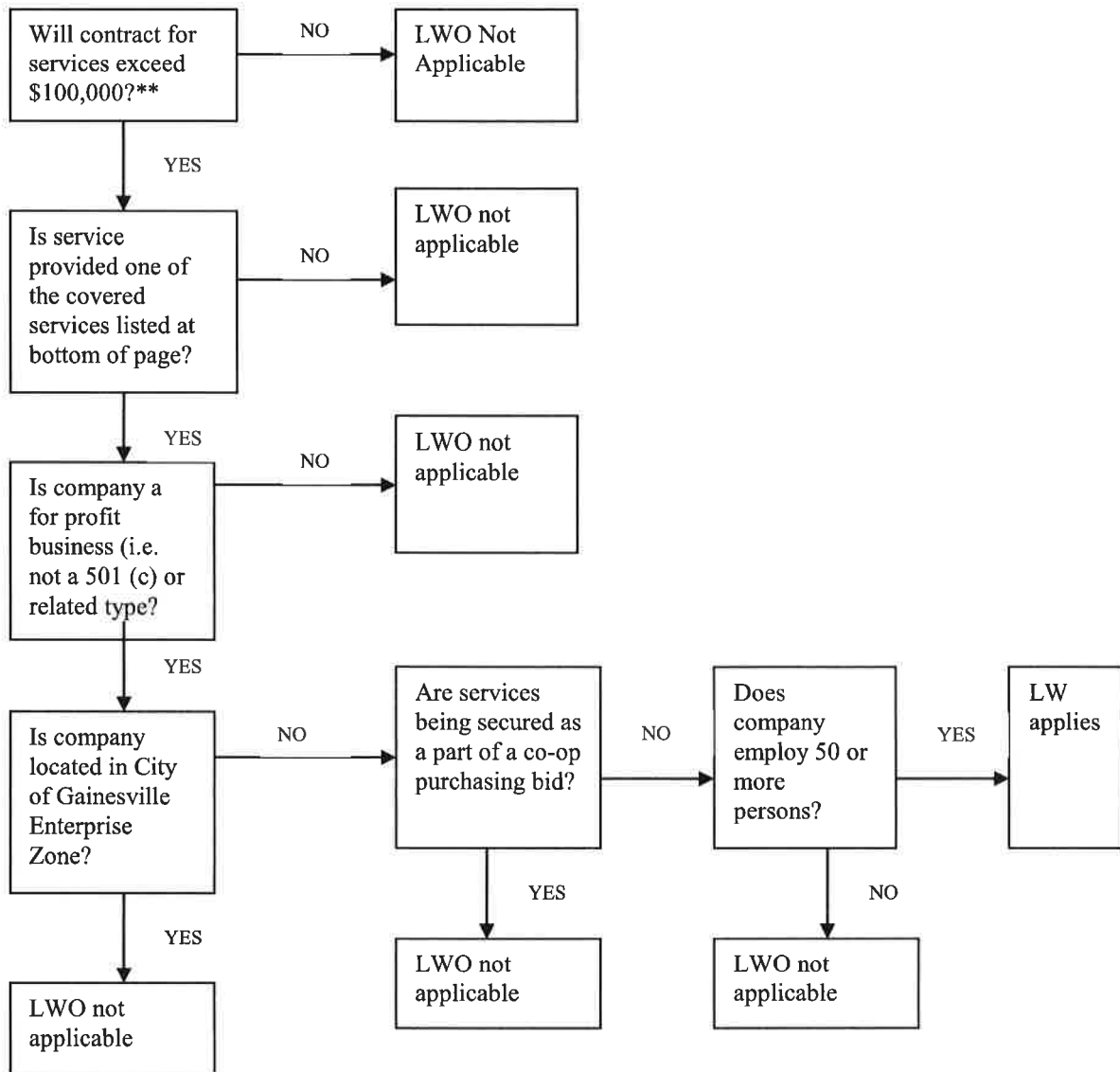
(Ord. No. 001261, § 5, 3-29-04)



**CITY OF GAINESVILLE**

**LIVING WAGE DECISION TREE**

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services\* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



**\*Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services  
**\*\*Total value of contract**

**CITY OF GAINESVILLE**

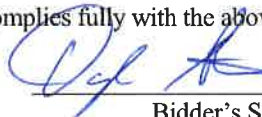
**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Elite Auto Center of Gainesville does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

12/30/19  
Date

CITY OF GAINESVILLE

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

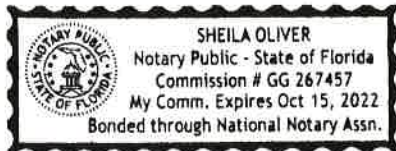
Signed: *Dyl A A*

Firm Name: Elite Auto Center of Gainesville, Inc

Subscribed and sworn to before me this 2 day of Jan 2020

*Sheila Oliver*  
Notary Public

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.



Proposer's E.I. Number: \_\_\_\_\_  
(Number used on Employer's Quarterly Federal tax return)

## DEBARRED AND SUSPENDED BIDDERS

### Breach of Contract

1. **Scope.**  
This policy prescribes policies and procedures relating to:
  - (a) the debarment of bidders for cause;
  - (b) the suspension of bidders for cause under prescribed conditions; and,
  - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.
 It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. **General.**  
Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.
  - 2.1 **Definitions.**
    - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or inadequate performance.
    - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
    - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
    - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
    - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
    - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. **Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.**
  - (a) The Procurement Division shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
  - (b) The list shall show as a minimum the following information:
    - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
    - (2) the basis of authority for each action;
    - (3) the extent of restrictions imposed; and,
    - (4) the termination date for each debarred or suspended listing.
  - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. **Treatment to be Accorded Firms or Individuals Debarred or Suspended**  
Firms or individuals listed by the Procurement Division as debarred or suspended shall be treated as follows.
  - (a) **Total restrictions.** A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement

action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.

- (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Procurement Division shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Procurement Division is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

(a) Causes

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
- (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
- (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
  - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
  - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
- (5) Debarment by any other governmental agency.

(b) Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Procurement Division.
- (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
- (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Procurement Division.
- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may

be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

- 5.1 Period of Debarment.
- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
  - (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.
6. Suspension of Bidders.
- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Procurement Division shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).
- 6.1 Causes and Conditions Under Which the City May Suspend Contractors
- (a) The Procurement Division may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
    - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
    - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
    - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.
- 6.2 Period of Suspension.
- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.
7. Scope of Debarment or Suspension.
- (a) A debarment or suspension may include all known affiliates of a concern or individual.
  - (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
  - (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.
8. Notice of Debarment or Suspension.

When the Procurement Division seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if requested within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Procurement Division shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.(c)

If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for debarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

CITY OF GAINESVILLE

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential contractor for a major third-party contract), Elite Auto Center of Gainesville certifies to the best of its knowledge and belief that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant (potentially third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), Douglas Stone, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE THERETO.

Dgs Owner
Signature and Title of Authorized Official



CITY OF GAINESVILLE

Revised: 4/4/2005

**TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS**

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. **This form should be completed and submitted with the submittal.** Please TYPE or PRINT legibly. Use additional sheets as necessary.

**SUBCONTRACTORS**

Company Name	Company Phone Number	Class of Work	% or Price of Work	Qualified Local Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

**MATERIALS SUPPLIERS**

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Qualified Local Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidding Company Name: Elite Auto Center of Gainesville, Inc Form Completed By: [Signature]

Date: 12/30/19

Title: Owner

## EQUIPMENT LIST

### COMPLETE AND SUBMIT THIS FORM WITH BID PROPOSAL

This form is to be utilized to submit a brief description of equipment the Proposer intends to utilize to perform the work requested in this bid and whether it is leased or owned. Include wreckers, trailers and any other specialized equipment you may utilize. Use additional sheets if Necessary.

Equipment: The proposer is required to own or lease and have immediate access to a sufficient number of wreckers and related equipment to provide the services called for. On the Equipment List included in this proposal, proposers are requested to provide information which identifies all wreckers and trailers currently owned or under lease which will be available to comply with the terms of this proposal. Proposer shall have sufficient number of Class A, B and C wreckers to service the City's requirements. The Proposer may enter into formal subcontractor arrangements to handle peak requirements during the term of the Agreement; however, all such arrangements must be disclosed to the City on the Proposed Subcontractor's listing. Peak is defined when all other trucks working that day are dispatched to other calls and the contractor would be unable to fulfill the time restrictions placed on the contractor by the city's request for response time of ½ hour for city limits and 1 hour for non-city limits. The City reserves the right to approve any and all subcontractors and the employees that work for the subcontractor.

Item Description	Class	Model/Year	Manufacturer	Lease/Own Presently	Lease Expiration	Purchased /Lease from	
Wheel lift	A	4500/2019	Dodge	Own		Blackburn	
Wheel lift	A	4500/2018	Dodge	own			
Wheel lift	A	4500/2018	Dodge	own			
Wheel lift	A	4500/2018	Dodge	own			
Wheel lift	A	4500/2018	Dodge	own			
Flatbed	A	258/2019	Hino	own			
Flatbed	A	258/2019	Hino	own		↓	
Heavy	C	389/2016	Peterbilt	own			Symrna
Heavy	C	389/2016	Peterbilt	own			Purpose

List any subcontractors below:

Business Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Name: \_\_\_\_\_

Elite Auto Center of Gainesville, Inc.

4215 NW 6<sup>th</sup> Street

Gainesville, FL 32609

Phone: 352-372-6340 Fax: 352-372-2613

Email: [Elitetowingfl@gmail.com](mailto:Elitetowingfl@gmail.com)

Truck Schedule

<u>Truck#</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Type</u>	<u>VIN Number</u>	<u>Tag #</u>
90	2018	Dodge	4500	Wheel Lift	3C7WRKAL8JG375512	D9558B FL
71	2019	Hino	258	Flatbed	5PVNE8JN6K4550998	D1449C FL
72	2018	Hino	258	Flatbed	5PVNE8JN0J4S50851	D4085C FL
92	2018	Dodge	4500	Wheel Lift	3C7WRKAL1JG397027	D4087C FL
78	2016	Peterbilt		Heavy	1NPXL49X6GD342142	D1458C FL
80	2016	Peterbilt		Heavy	1NPXL49X8GD362005	D1460C FL
81	2017	Dodge	4500	Wheel Lift	13C7WRKAL3HG62575	D4086C FL
85	2018	Dodge	4500	Wheel Lift	3C7WRKAL1JG218730	D9857B FL
87	2018	Dodge	4500	Wheel Lift	3C7WRKAL5JG112880	D4082C FL
88	2018	Kenworth		Heavy	1NKZX4TX8JJ208938	D3884C FL

**BUSINESS REFERENCES** (Reference information required with this quote. Note: Cannot use the City of Gainesville as a reference).

COMPLETE AND SUBMIT THIS FORM WITH BID PROPOSAL

**BID NAME:** Towing and Secured Storage

**BID NO:** GPDC-200016-DH

**BIDDER NAME:** Elite Auto Center of Gainesville, Inc

Provide information for three references of similar scope performed within the past five years. You may include photos or other pertinent information.

---

Company: Ryder Truck  
Address: 5255 NE 49th Ave Gainesville FL 32609  
Contact Name: Cody Friese  
Phone Number: (352) 373-4003 x  
Currently doing business with vendor  Yes or No  
How long have you been doing business with the reference?  
Dates of Service from Aug 2015 to Current.

Company: Almond oil  
Address: 504 SE Williston Rd Gainesville FL 32641  
Contact Name: Everette Harpe  
Phone Number: (352) 376-9131 x  
Currently doing business with vendor  Yes or No  
How long have you been doing business with the reference?  
Dates of Service from Aug 2015 to Current.

Company: Penske Truck  
Address: 2740 NW 74th Place  
Contact Name: Sherie Hall  
Phone Number: (352) -377 x 6374  
Currently doing business with vendor  Yes or No  
How long have you been doing business with the reference?  
Dates of Service from March 2017 to Current.

**List all Personnel who will be performing on this Contract**

COMPLETE AND SUBMIT THIS FORM WITH BID PROPOSAL

Name	Position	Years with Company	Total Years' Experience	Certification and Training
Douglas Stone	President/ Heavy operator	4	33+ years	See attached
James Hamell	operator	4	4 years	
Wesky Milton	operator	4	28 years	
Kevin Dunne	operator	4	10+ years	
William Edwards	operator	4	20 years	
Michael Graham	operator	1	4 years	
Terry Garrett	operator	2	4 years	
Jack Jones	operator	2	2 years	
Damien Mitchem	operator	1	1 year	
Charles Poindester	Heavy operator	1	25+ years	
Steven Kirk	Heavy operator	2	8 years	See attached

Note: If awarded a background check will be completed by the Gainesville Police Department. At that time the Date of Birth, Gender, Race and Social Security number will be required for all personnel performing on the contract. In order to perform on the contract, the applicant must not have been convicted, pled nolo contendere to, or had adjudication withheld for any of the following:

- a) Any capital felony, any first degree felony, sexual battery, any violent felony involving the use of a gun or knife or which results in great bodily harm.
- b) Any violent felony within the previous ten (10) years.
- c) Within the previous ten (10) years, any felony or first degree misdemeanor directly related to the business of towing motor vehicles; repossession of motor vehicles; motor vehicle theft; carjacking or chop shops; or liens for recovering, towing, or storing vehicles and vessels.
- d) Within the previous five (5) years, any driving under the influence of alcohol, a controlled substance, or a chemical substance.

Also, if awarded this contract, any changes of personnel that happen during the course of the contract must be supplied to the City within five (5) business days. On all invoices sent to the City for this contract, the name of the tow driver is required.

Elite Auto Center of Gainesville, Inc.

4215 NW 6<sup>th</sup> Street

Gainesville, FL 32609

Phone: 352-372-6340 Fax: 352-372-2613

Email: [Elitetowingfl@gmail.com](mailto:Elitetowingfl@gmail.com)

Name	DOB	Exp. Date	FL DL#	Class	SSN
Michael Graham	07/18/1979	07/18/2022	G650-556-79-258-0	E	578-06-7513
Douglas Stone	05/04/1963	05/04/2023	S350-161-63-164-0	A	262-59-9363
James Harrell	10/15/1978	10/15/2024	H640-457-78-375-0	E	595-60-6284
William Edwards	09/07/1975	09/07/2025	E363-923-75-327-0	E	590-08-7270
Wesley Milton	03/13/1972	03/13/2026	M435-893-72-093-0	E	263-63-1249
Charles Poindexter	09/25/1966	09/25/2021	P532-145-66-345-0	A	267-77-6535
Jerry Garrett	12/16/1973	12/16/2027	G630-421-73-456-0	B	439-43-7817
Jack Jones	01/12/1988	01/12/2024	J520-436-88-012-0	E	590-64-5537
Steven Kirk	09/04/74	09/04/2020	K620-799-74-324-6 A		296-86-3287
Kevin Dunne	10/11/1978	10/11/2025	D500-513-78-371-0	E	108-62-9757
Damien Mitchem	06/06/1982	06/06/2021	M325-170-82-206-0	A	590-16-8712



# Fundamental Sales Techniques of Towing & Recovery Vehicles

This Training Certificate is awarded to

**Steve Kirk**

For attendance at the 1150 R Ring Leaders Rotator Training Seminar  
In Ooltewah, Tennessee on June 3rd, 4th, and 5th, 2014.

We acknowledge that he has successfully completed a course on numerous aspects of Equipment Design, Specifications, and Manufacturing Processes, and demonstrates the understanding necessary to recognize quality towing and recovery equipment. This Certificate of Achievement is presented upon completion of the course, as part of the Miller Industries Continuing Education of Industry Professionals.

  
Thomas Luciano - Instructor

Miller Industries Towing Equipment Inc.



John Hawkins- VP of Heavy Duty Division  
Miller Industries Towing Equipment Inc.



# Medium - Heavy Duty Towing & Recovery Certificate of Completion

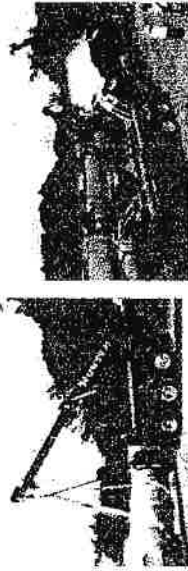
Earned by

Steven Kirk

For successful completion of The American Towing & Recovery Institute  
16-hour Medium-Heavy Duty Towing-Recovery  
Hands-On Training & Certification Course

On this 30<sup>th</sup> day of March, 2014

This Certificate expires March 30, 2019



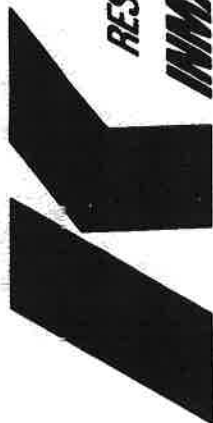
April Wilburn

Testing Administrator, April Wilburn

Wes Wilburn

Instructor, Wes Wilburn





**RESCUE & RECOVERY CONCEPTS  
INMAN OF INDIANAPOLIS**

We, Kinman of Indianapolis Inc.  
certify that

DOUG STONE

UNIVERSITY TOWING SERVICE

has attended our Wrecker Rescue and Recovery Seminar

held at SHERATON-TWIN TOWERS -ORLANDO... on APRIL 10, 1985

We acknowledge that he has successfully attended and completed  
a course on many aspects of Rescue and Recovery.

For Kinman of Indianapolis Inc.



CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2019 AND ENDS SEPTEMBER 30, 2020

BILLING AND COLLECTIONS OFFICE TREASURY DIVISION OF THE FINANCE DEPARTMENT

BUSINESS TAX NO.

Please display in your place of business

btmail@cityofgainesville.org

37376

BUSINESS NAME AND MAILING ADDRESS



ELITE AUTO CENTER OF GAINESVILLE, INC

3728 NE 4TH ST GAINESVILLE, FL 32609

BUSINESS LOCATION

3728 NE 4TH ST

BUSINESS PHONE

352-372-6340

BUSINESS E-MAIL

elitetowingfl@gmail.com

Thank you for paying your business taxes for the period October 1, 2019 - September 30, 2020.

Table with 3 columns: CATEGORY, DESCRIPTION, TAX FEE. Rows include 1001 FICTITIOUS NAME REQUIREMENT, 6090 WRECKER SERVICE, 9980 ADDRESS CHANGE, 9981 CREDIT FOR PREVIOUS PAYMENT, and summary rows for TOTAL ASSIGNED, TOTAL PAID, and AMOUNT DUE.

APPROVED BY FINANCE DIRECTOR



BF2275012298404AB66E56DCDC50AB87

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email btmail@cityofgainesville.org

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION DURING THE YEAR TO btmail@cityofgainesville.org OR TO WEB SITE http://eservices.cityofgainesville.org

**Zoning Compliance Approval Form**

**For Office Use Only**

ZCP #: ZC-19-00278 Date: 12/17/2019  
 ZCP Approved     ZCP Approved with Conditions     ZCP Denied

Received Stamp

DEC 17 2019

A Zoning Compliance Approval Form must be completed for the following: Zoning approval for non-residential uses, Building Inspections Department approval (Change of Use or Occupancy Permit, if needed), and Business License Tax. **Please be aware that Day Care Centers, Assisted Living Facilities, Group Homes and Businesses** moving into new location may require additional permits and/or approvals, please contact the Building Inspections Department at (352) 334-5050.

Please read and initial the following statements:

- I understand that I must Comply with the Current Florida Building Code through the Building Inspections Department (352) 334-5050, the Current Florida Fire Prevention Code through the Gainesville Fire Rescue Risk Reduction Bureau (352) 334-5065, and obtain any necessary permits for Construction and Remodeling.
- I understand that I must obtain a Local Business Tax Receipt (Business License) through the Finance Department (352) 334-5024.
- I understand that falsifying any information may result in my Zoning Compliance Approval being revoked.

**After completing this page, forward the document to the Planning Department (drop off, mail, fax, or e-mail) for processing. After the Zoning Compliance Approval Form is processed, it will be returned to the Applicant as requested at the bottom of this page of the application.**

**Part 1 – To be completed by Applicant**

New Application                       Renewing Application for Business License

Name of Business: Elite Auto Center of Gainesville, Inc

Address of Business: 3728 NE 4th St

City: Gainesville                      State: FL                      Zip Code: 32609

Business Phone #: (352) 372-6340                      Fax: (352) 372-2613

Proposed Use of Premises: Towing

Applicants Name: Doug Stone

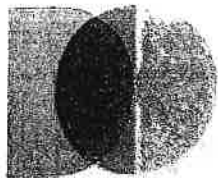
Mailing Address: 3728 NE 4th St

City: Gainesville                      State: FL                      Zip Code: 32609

Business Phone #: (352) 372-6340                      E-Mail Address: elite towing fl@gmail.com

Signature of Applicant: [Signature]                      Date: 12/17/2019

Return to Applicant by:     Pick up at Thomas Center     Regular Mail     Fax     E-mail



DEPT OF DOING

Planning and Development Services Department

Planning Division

P.O. Box 490, Station 12

Gainesville, FL 32627-0490

P: (352) 334-5023

F: (352) 334-3259

### Zoning Compliance Approval Form

#### Part 2 - To be completed by staff

##### Planning Division Analysis

Initial Review Date: 12/17/19 Tax Parcel Number: 08210 .002 .002

Map Number: 3552 Zoning District: I-1 SIC Code: Towing Service (Vehicle Services)

##### Murphy Wellfield Protections Permit

Located in Wellfield Zone:  Yes  No Primary  Secondary  Tertiary  
Permit Required: EXEMPTION WELLFIELD SPECIAL USE PERMIT WELLFIELD PERMIT  
Conditions or Comments: \_\_\_\_\_

##### Special Overlay Plans or Districts: Yes No

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Central Corridors | <input type="checkbox"/> NW 39 <sup>th</sup> Avenue | <input type="checkbox"/> Corporate Park                     |
| <input type="checkbox"/> Traditional City  | <input type="checkbox"/> University Heights         | <input type="checkbox"/> SW 13 <sup>th</sup> Street         |
| <input type="checkbox"/> Five Points       | <input type="checkbox"/> Gateway Street             | <input type="checkbox"/> Special Environmental Overlay      |
| <input type="checkbox"/> Idylwild-Serenia  | <input type="checkbox"/> College Park               | <input type="checkbox"/> Significant Ecological Communities |

##### Parking Standard for Zoning District

Parking Standard, Vehicle: \_\_\_\_\_ Bicycles: \_\_\_\_\_

Comments: \_\_\_\_\_

SIGNATURE/PLANNING DIVISION [Signature] DATE: 12/17/19

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Elite Auto Centerof Gainesville, Inc</b>			
<b>2</b> Business name/disregarded entity name, if different from above			
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.			<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC			Exempt payee code (if any) _____
<input type="checkbox"/> C Corporation			Exemption from FATCA reporting code (if any) _____
<input checked="" type="checkbox"/> S Corporation			<i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Partnership			_____
<input type="checkbox"/> Trust/estate			_____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____			_____
<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			_____
<input type="checkbox"/> Other (see instructions) ► _____			_____
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>3728 NE 4th St</b>		<b>Requester's name and address (optional)</b>	
<b>6</b> City, state, and ZIP code <b>Gainesville, FL 32609</b>		_____	
<b>7</b> List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
5	9		-	3	4	3	1	5	0	1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► <i>Angela M. Stone</i>	Date ► <i>12/30/2019</i>
------------------	---	--------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





# CERTIFICATE OF LIABILITY INSURANCE

12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>AUSTIN INSURANCE</b> 109 Broadway Paducah, KY 42001	CONTACT NAME: PHONE (A/C, No, Ext): <b>(270) 444-6818</b>	FAX (A/C, No): <b>(270) 444-6809</b>
	E-MAIL ADDRESS: <b>austin_ins@wreckerins.com</b>	
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: <b>AMGUARD</b>		<b>42390</b>
INSURED <b>ELITE AUTO CENTER OF GAINESVILLE INC.</b>		
<b>DBA ELITE TOWING</b>		
<b>3728 NE 4TH ST</b>		
<b>GAINESVILLE, FL 32609</b>		
<b>352-372-6340</b>		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

AVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			<b>K2GP005566</b>	<b>3/26/19</b>	<b>3/26/20</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>K2GP005566</b>	<b>3/26/19</b>	<b>3/26/20</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<input checked="" type="checkbox"/> <b>GARAGE KEEPERS LL</b> <input checked="" type="checkbox"/> <b>ON HOOK/CARGO</b>			<b>K2GP005566</b> <b>K2GP005566</b>	<b>3/26/19</b> <b>3/26/19</b>	<b>3/26/20</b> <b>3/26/20</b>	<b>\$200,000</b> <b>\$100,000</b> <b>\$500/\$2500 DED</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LOCATION: **3728 NORTHWEST 4TH ST; GAINESVILLE FL 32609**

**2018 DODGE VIN# 5512; 2019 HINO # 0998; 2016 PB # 2142; 2016 PB # 2005; 2018 HINO #0851;**

**2017 DODGE #5751; 2018 DODGE #8730; 2018 DODGE #2880; 2018 KW #6938, 2018 RAM #7027**

CERTIFICATE HOLDER	CANCELLATION
<b>CITY OF GAINESVILLE</b> <b>200 UNIVERSITY AVE</b> <b>GAINESVILLE, FL 32601</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC. ID: (Howard) c/o Howard Leasing, Inc. 6302 Manatee Ave. W Bradenton, FL 34209	<b>CONTACT NAME:</b> Sondra Kelly
	<b>PHONE (A/C, No., Ext):</b> 941-761-7704 <b>FAX (A/C, No):</b> 941-761-7706 <b>E-MAIL ADDRESS:</b> skelley@howardleasinginc.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> SUNZ Insurance Company	<b>NAIC #</b> 34762
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
 Howard Leasing, Inc  
 Howard Leasing II, LLC. Howard Leasing III, Inc.;  
 Howard Leasing IV, Inc. Howard Leasing V, Inc.  
 6302 Manatee Avenue West, Suite K  
 Bradenton FL 34209

**COVERAGES** **CERTIFICATE NUMBER:** 53259526 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC013-00001-019	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Elite Auto Center of Gainesville Inc  
 Location Effective: 03/08/2019  
 Project Location: FLORIDA

**CERTIFICATE HOLDER**

2474  
 City of Gainesville  
 200 East University Ave Room 339  
 Gainesville, FL 32601

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

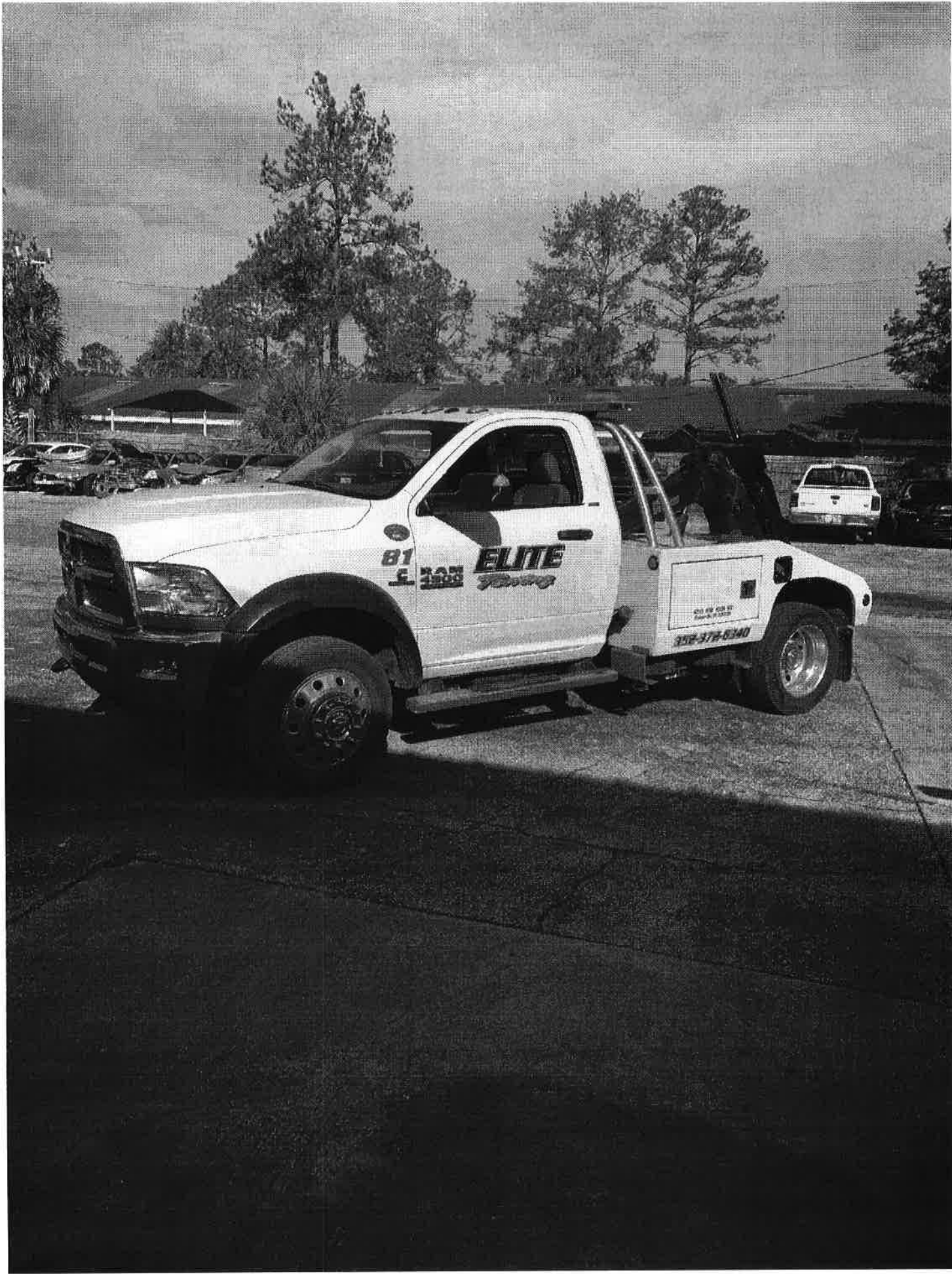
AUTHORIZED REPRESENTATIVE

Rick Leonard

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